

1 J. Andrew Coombs (SBN 123881)
andy@coombspc.com
2 Annie S. Wang (SBN 243027)
annie@coombspc.com
3 J. Andrew Coombs, A P. C.
517 East Wilson Avenue, Suite 202
4 Glendale, California 91206
Telephone: (818) 500-3200
5 Facsimile: (818) 500-3201

6 Attorneys for Plaintiff Nike, Inc.

7
8 Hector Jose Chinchilla (SBN 126617)
HChinchilla@migrp.com
Millennium Group
9 4861 Mission St
San Francisco, CA 94112
10 Telephone: (415) 333-8217
Facsimile: (415) 333-8271
11

12 Attorney for Defendants Fleifel New Step, Inc.
d/b/a New Step Fashion and Richard Fleifel

E-FILED - 4/28/08

13 UNITED STATES DISTRICT COURT
14 NORTHERN DISTRICT OF CALIFORNIA
15

16 Nike, Inc.,

17 Plaintiff,

18 v.

19 Fleifel New Step, Inc. d/b/a New Step Fashion,
Richard Fleifel, and Does 1 through 10,
20 inclusive,

21 Defendants.

Case No. CV 07-2856 RMW

[XXXXXXXXXXXXX] CONSENT DECREE
PURSUANT TO STIPULATION

22 The Court, having read and considered the Joint Stipulation Re Entry Of Proposed Consent
23 Decree that has been executed by Plaintiff Nike, Inc. ("Nike" or "Plaintiff") and Defendants Fleifel
24 New Step, Inc. d/b/a New Step Fashion and Richard Fleifel (collectively "Defendants") in this
25 action:

26 GOOD CAUSE APPEARING THEREFORE, THE COURT ORDERS that this
27 Consent Decree shall be and is hereby entered in the within action as follows:
28

1 1) This Court has jurisdiction over the parties to this action and over the subject matter hereof
2 pursuant to the provisions of the Lanham Act, 15 U.S.C. § 1051, et seq., as well as 28
3 U.S.C. § 1338(a) and 28 U.S.C. § 1331.

4 2) Service of process was properly made on the Defendants.

5 3) Nike owns or controls the pertinent rights in and to the trademarks listed in Exhibit "A"
6 attached hereto and incorporated herein by this reference (The trademarks identified in Exhibit "A"
7 are collectively referred to herein as the "Nike Trademarks").

8 4) Defendants have made unauthorized uses of the Nike Trademarks or substantially similar
9 likenesses or colorable imitations thereof.

10 5) Defendants and their agents, servants, employees and all persons in active concert and
11 participation with them who receive actual notice of the Injunction are hereby restrained and
12 enjoined, pursuant to 15 U.S.C. § 1116, from:

- 13 a) Infringing the Nike Trademarks, either directly or contributorily, in any manner, by:
- 14 i) Importing, manufacturing, distributing, advertising, selling and/or offering for
15 sale any unauthorized products which picture, reproduce, copy or use the likenesses
16 of or bear a confusing similarity to any of the Nike Trademarks ("Unauthorized
17 Products");
- 18 ii) Importing, manufacturing, distributing, advertising, selling and/or offering for
19 sale in connection thereto any unauthorized promotional materials, labels, packaging
20 or containers which picture, reproduce, copy or use the likenesses of or bear a
21 confusing similarity to any of the Nike Trademarks;
- 22 iii) Engaging in any conduct that tends falsely to represent that, or is likely to
23 confuse, mislead or deceive purchasers, Defendants' customers and/or members of
24 the public to believe, the actions of Defendants, the products sold by Defendants, or
25 Defendants themselves are connected with Nike, are sponsored, approved or licensed
26 by Nike, or are affiliated with Nike;
- 27
28

1 iv) Affixing, applying, annexing or using in connection with the importation,
2 manufacture, distribution, advertising, sale and/or offer for sale or other use of any
3 goods or services, a false description or representation, including words or other
4 symbols, tending to falsely describe or represent such goods as being those of Nike.

5 6) Defendants are ordered to deliver for destruction all Unauthorized Products, including
6 footwear, and labels, signs, prints, packages, dyes, wrappers, receptacles and advertisements relating
7 thereto in their possession or under their control bearing any of the Nike Trademarks or any
8 simulation, reproduction, counterfeit, copy or colorable imitations thereof, and all plates, molds, heat
9 transfers, screens, matrices and other means of making the same.

10 7) Except for the allegations contained herein, the claim alleged in the Complaint against
11 Defendants by Nike are dismissed with prejudice.

12 8) This Injunction shall be deemed to have been served upon Defendants at the time of its
13 execution by the Court.

14 9) The Court finds there is no just reason for delay in entering this Injunction and, pursuant to
15 Rule 54(a) of the Federal Rules of Civil Procedure, the Court directs immediate entry of this
16 Injunction against Defendants.

17 10) The Court shall retain jurisdiction of this action to entertain such further proceedings and to
18 enter such further orders as may be necessary or appropriate to implement and enforce the provisions
19 of this Injunction.

20 11) The above-captioned action, shall, upon filing by Plaintiff of the Settlement Agreement,
21 Stipulation for Entry of Judgment and Judgment Pursuant to Stipulation, and requesting entry of
22 judgment against Defendants, be reopened should Defendants default under the terms of the
23 Settlement Agreement.

24 12) This Court shall retain jurisdiction over the Defendants for the purpose of making further
25 orders necessary or proper for the construction or modification of this consent decree and judgment;
26 the enforcement hereof; the punishment of any violations hereof, and for the possible entry of a
27 further Judgment Pursuant to Stipulation in this action.
28

1 DATED: 4/25/08

Ronald M. Whyte

Hon. Ronald M. Whyte
Judge, United States District Court for
the Northern District of California

5 PRESENTED BY:

6 J. Andrew Coombs, A.P.C.

7 By: 

J. Andrew Coombs
Annie Wang

9 Attorneys for Plaintiff Nike, Inc.

10 Millennium Group

11 By: 

Hector Jose Chinchilla

13 Attorney for Defendants Fleifel New Step, Inc.
14 d/b/a New Step Fashion and Richard Fleifel

15 Richard Fleifel

16 By: 

Richard Fleifel

18 Defendant and on behalf of Fleifel New Step, Inc.
19 d/b/a New Step Fashion

EXHIBIT A

EXHIBIT A

Nike Trademark Registrations

Trademark	Registration Number	Registration Date
Swoosh [®] Design	977,190	January 22, 1974
Nike [®]	1,277,066	May 8, 1984
Swoosh [®] Design	1,284,385	July 3, 1984
Nike [®] and Swoosh [®] Design	1,237,469	May 10, 1983
Nike Air [®]	1,571,066	December 12, 1989
Air Jordan [®] Design	1,742,019	December 22, 1992 (Class 18 and 25)
Just Do It [®]	1,875,307	January 24, 1995
Nike [®]	2,196,735	October 13, 1998 (Class 14)
Nike [®] and Swoosh [®] Design	2,209,815	December 8, 1998 14 (Class 14)
AIR-SOLE	1,145,812	January 13, 1981
SWOOSH	1,200,529	July 6, 1982
NIKE	1,214,930	November 2, 1982
NIKE AIR w/Swoosh device	1,284,386	July 3, 1984
NIKE AIR	1,307,123	November 27, 1984
Swoosh device on shoe	1,323,342	March 5, 1985
Swoosh device	1,323,343	March 5, 1985
NIKE w/Swoosh device	1,325,938	March 19, 1985
AIR JORDAN	1,370,283	November 12, 1985
AIR MAX	1,508,348	October 11, 1988
AIR TRAINER	1,508,360	October 11, 1988
Jump Man device	1,558,100	September 26, 1989
AIR SKYLON	1,665,479	November 19, 1991
AIR SOLO FLIGHT	1,668,590	December 17, 1991
AIR FLIGHT	1,686,515	May 12, 1992
AIR DESCHUTZ	1,735,721	November 24, 1992
AIR TRAINER MAX	1,789,463	August 24, 1993
RUNWALK device	1,877,672	February 7, 1995
STARTER	1,896,998	May 30, 1995
NIKE GOLF	1,944,436	December 26, 1995
NIKE REGRIND	2,022,321	December 10, 1996
AIRMAX in oval	2,030,750	January 14, 1997
AIR UPTempo in crest	2,032,582	January 21, 1997
NIKE REGRIND in crest	2,042,940	March 11, 1997
AIR with Swoosh device	2,068,075	June 3, 1997
NIKE with Swoosh device	2,104,329	October 7, 1997
ACG NIKE in triangle	2,117,273	December 2, 1997
Stylized "B"	2,476,882	August 14, 2001
NIKE ALPHA PROJECT as	2,517,735	December 11, 2001

1	device		
2	Ellipses device	2,521,178	December 18, 2001
3	STORM-FIT	2,551,655	March 26, 2002
4	Baseballer silhouette device	2,571,726	May 21, 2002
5	Reverse "Z" in rectangle device	2,584,382	June 25, 2002
6	NIKE GOLF with crest	2,628,587	October 1, 2002
7	WAFFLE RACER	2,652,318	November 19, 2002
8	PHYLITE	2,657,832	December 10, 2002
9	TRUNNER	2,663,568	December 17, 2002
10	DRI-STAR	2,691,476	February 25, 2003
11	BOING	2,735,172	July 8, 2003
12	Swoosh with clubs crest	2,753,357	August 19, 2003
13	PRESTO	2,716,140	May 13, 2003
14	FOOTENT	2,798,233	December 23, 2003
15	FOOTENT in device	2,798,234	December 23, 2003
16	TRIAx	2,810,679	February 3, 2004
17	R9	2,843,275	May 18, 2004
18	WAFFLE TRAINER	2,893,674	October 12, 2004
19	THERMA-STAR	2,960,844	June 7, 2005
20	NIKE SHOX	2,970,902	July 19, 2005
21	STARTER	2,971,216	July 19, 2005
22	Basketball player outline	2,977,850	July 26, 2005
23	STAR FLEX	3,002,455	September 27, 2005
24	10//2 in rectangle	3,057,889	February 7, 2006
25	NIKEFREE	3,087,455	May 2, 2006

PROOF OF SERVICE

I, the undersigned, certify and declare that I am over the age of 18 years, employed in the County of Los Angeles, and not a party to the above-entitled cause. I am employed by a member of the Bar of the United States District Court of California. My business address is 517 E. Wilson Ave., Suite 202, Glendale, California 91206.

On March 24, 2008, I served on the interested parties in this action with the:

- JOINT STIPULATION RE ENTRY OF PROPOSED CONSENT DECREE
- [PROPOSED] CONSENT DECREE PURSUANT TO STIPULATION

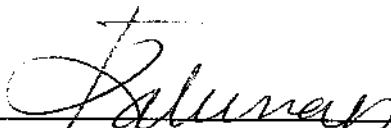
for the following civil action:

NIKE, INC. v. FLEIFEL NEW STEP, INC., et al.

by placing a true copy thereof in a sealed envelope. I am readily familiar with the office's practice of collecting and processing correspondence for mailing. Under that practice it would be deposited with the United States Postal Service on the same day with postage thereon fully prepaid at Glendale, California in the ordinary course of business. I am aware that on motion of the party served, service presumed invalid if postal cancellation date or postage meter is more than one day after date of deposit for mailing in affidavit.

Hector Chinchilla
Millennium Group
4861 Mission St
San Francisco, CA 94112

Place of Mailing: Glendale, California
Executed on March 24, 2008, at Glendale, California



Katrina Bartolome